

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM709511

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900668029

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Linens and Hutch LLC		11/22/2021	Limited Liability Company: FLORIDA
iEnjoy LLC		11/22/2021	Limited Liability Company: FLORIDA
iEnjoy Home LLC		11/22/2021	Limited Liability Company: FLORIDA
Noll Enterprises, LLC, d/b/a iEnjoy and iEnjoy Home		11/22/2021	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	iEnjoy Ventures, LLC
<b>Street Address:</b>	239 2ND AVE S STE 200
<b>City:</b>	ST PETERSBURG
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33701
<b>Entity Type:</b>	Limited Liability Company: FLORIDA

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	90348695	HEAVENLY HOME
Serial Number:	90348727	MERIT LINENS
Serial Number:	90348706	LINEN MARKET
Serial Number:	90348733	NOBLE LINENS
Serial Number:	90348717	LINEN STUDIO
Serial Number:	90348743	PIERMONT
Serial Number:	90348758	THE GOOD KIND
Serial Number:	90348722	MADE SUPPLY CO
Serial Number:	90348737	OLIVE & TWILL
Serial Number:	90348692	HEART AND HOME
Serial Number:	90348752	SOFT ESSENTIALS
Serial Number:	90348683	COMFORT CANOPY
Registration Number:	5572354	REAL SOFT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5897770	IENJOY HOME
Registration Number:	6316709	CLOTH & GABLE
Registration Number:	6495376	REALSOFT SHEETS
Registration Number:	6352344	LINENS & HUTCH

**CORRESPONDENCE DATA**

**Fax Number:** 9545074502

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 9545074500

**Email:** info@johnsondalal.com

**Correspondent Name:** Mark C. Johnson

**Address Line 1:** 111 North Pine Island Road Suite 103

**Address Line 4:** Plantation, FLORIDA 33324

<b>NAME OF SUBMITTER:</b>	Mark C. Johnson
<b>SIGNATURE:</b>	/Mark C. Johnson/
<b>DATE SIGNED:</b>	02/21/2022

**Total Attachments: 14**

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INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”)**, dated as of November 22, 2021, is made by **Noll Enterprises, LLC, d/b/a iEnjoy and iEnjoy Home**, a Florida limited liability company (“**NOLL**”), **Linens and Hutch LLC**, a Florida limited liability company (“**Linens**”), **iEnjoy LLC**, a Florida limited liability company (“**iEnjoy**”), **iEnjoy Home LLC**, a Florida limited liability company (“**iEnjoy Home**” and collectively with **NOLL, Linens and iEnjoy, “Sellers”**), in favor of **iEnjoy Ventures, LLC**, a Florida limited liability company (“**Buyer**”), the buyer of certain assets of Sellers pursuant to a Contribution Agreement by and among Sellers, Buyer and certain other parties named therein, dated as of the same date herewith (the “**Contribution Agreement**”).

**WHEREAS**, under the terms of the Contribution Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, all intellectual property rights of each Seller, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

**NOW THEREFORE**, each Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Appendix 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Appendix 2 hereto (and any unregistered trademarks) and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Appendix 2 hereto, the transfer of such applications will accompany, pursuant to the Contribution Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Appendix 3 hereto (and any unregistered copyrights) and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) the website domain registrations set forth on Appendix 4 hereto (the “**Domains**”);

(e) all social media account or user names (including “handles”) set forth on Appendix 5 hereto (the “**Social Media Accounts**”);

(f) all trade secrets and formulations;

(g) all rights of any kind whatsoever of each Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(h) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(i) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, each Seller shall take such steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Contribution Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into in connection with the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

4. Electronic Signature. A signed copy of this IP Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to

any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF**, each Seller has duly executed and delivered this IP Assignment as of the date first above written.

**SELLERS:**

**Noll Enterprises, LLC d/b/a iEnjoy and iEnjoy Home**, a Florida limited liability company

DocuSigned by:  
*Sean Noll*  
C598ED151D97456...  
By: Sean Noll  
Title: Chief Executive Officer

**iEnjoy LLC**, a Florida limited liability company

By: Noll Enterprises, LLC  
Its: Sole Member

DocuSigned by:  
*Sean Noll*  
C598ED151D97456...  
By: Sean Noll  
Title: Chief Executive Officer

**iEnjoy Home LLC**, a Florida limited liability company

By: Noll Enterprises, LLC  
Its: Sole Member

DocuSigned by:  
*Sean Noll*  
C598ED151D97456...  
By: Sean Noll  
Title: Chief Executive Officer

**Linens and Hutch LLC**, a Florida  
limited liability company

By: Noll Enterprises, LLC  
Its: Sole Member

DocuSigned by:

*Sean Noll*

C5988D151D97456...

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By: Sean Noll  
Title: Chief Executive Officer

*Signature Page to Intellectual Property Assignment*

**TRADEMARK**  
**REEL: 007566 FRAME: 0454**

**Appendix 1**  
**PATENTS**

None



## Appendix 2

### TRADEMARKS

#### US TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date	Status
URBAN LOFT	SN: 90348765	November 30, 2020	Refused
HOME SPUN	SN: 90348701	November 30, 2020	Refused
HEAVENLY HOME	SN: 90348695	November 30, 2020	Pending
MERIT LINENS	SN: 90348727	November 30, 2020	Pending
LINEN MARKET	SN: 90348706	November 30, 2020	Pending
NOBLE LINENS	SN: 90348733	November 30, 2020	Pending
LINEN STUDIO	SN: 90348717	November 30, 2020	Pending
PIERMONTE	SN: 90348743	November 30, 2020	Pending
THE GOOD KIND	SN: 90348758	November 30, 2020	Pending
MADE SUPPLY CO	SN: 90348722	November 30, 2020	Pending
OLIVE & TWILL	SN: 90348737	November 30, 2020	Pending
HEART AND HOME	SN: 90348692	November 30, 2020	Pending
SOFT ESSENTIALS	SN: 90348752	November 30, 2020	Pending
COMFORT CANOPY	SN: 90348683	November 30, 2020	Pending

## US TRADEMARK REGISTRATIONS

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Status
REAL SOFT	RN: 5572354 SN: 87617336	September 21, 2017	September 25, 2018	Registered on the Supplemental Register
IENJOY HOME	RN: 5897770 SN: 87675091	November 7, 2017	October 29, 2019	Registered
CLOTH & GABLE	RN: 6316709 SN: 88731242	December 18, 2019	April 6, 2021	Registered
REALSOFT SHEETS	RN: 6495376 SN: 90348673	November 30, 2020	September 21, 2021	Registered on the Supplemental Register
LINENS & HUTCH	RN: 6352344 SN: 90066924	July 22, 2020	May 18, 2021	Registered

**Appendix 3**  
**COPYRIGHTS**

**Copyright Registrations**

No.	Owner	Full Title	Copyright Number	Date
1	Noll Enterprises, LLC	Aztec Dreams	VA0002131541	2018
2	Noll Enterprises, LLC	Beaded Arrows	VA0002131539	2018
3	Noll Enterprises, LLC	Blossoms	VA0002131551	2017
4	Noll Enterprises, LLC	Burst of Vines	VA0002131906	2017
5	Noll Enterprises, LLC	Classic in Pink	VA0002131540	2018
6	Noll Enterprises, LLC	Coarse Paisley	VA0002131549	2017
7	Noll Enterprises, LLC	Garden	VA0002131556	2018
8	Noll Enterprises, LLC	Indigo Flowers	VA0002131557	2018
9	Noll Enterprises, LLC	Leaf	VA0002131542	2018
10	Noll Enterprises, LLC	Lights in Blue	VA0002131547	2018
11	Noll Enterprises, LLC	Make A Wish	VA0002131550	2017
12	Noll Enterprises, LLC	Midnight Blossoms	VA0002131546	2018
13	Noll Enterprises, LLC	Pink Buds	VA0002131545	2018
14	Noll Enterprises, LLC	Pinstriped	VA0002131559	2018
15	Noll Enterprises, LLC	Rose Gray	VA0002131558	2018
16	Noll Enterprises, LLC	Simple Vine	VA0002131553	2017
17	Noll Enterprises, LLC	Soft Floral	VA0002131552	2017
18	Noll Enterprises, LLC	Spring Vines	VA0002131554	2017
19	Noll Enterprises, LLC	Urban Arrows	VA0002131548	2018
20	Noll Enterprises, LLC	Vine Trellis	VA0002131543	2017
21	Noll Enterprises, LLC	Wings	VA0002131544	2018
22	Noll Enterprises, LLC	Abstract Garden	VA0002235597	2020
23	Noll Enterprises, LLC	Bluebirds	VA0002232647	2020
24	Noll Enterprises, LLC	Botanical	VA0002232757	2020
25	Noll Enterprises, LLC	Chantilly Lace	VA0002233160	2020
26	Noll Enterprises, LLC	Chevron Sleep	VA0002234807	2020
27	Noll Enterprises, LLC	Country Home	VA0002232960	2020
28	Noll Enterprises, LLC	Distressed Stripe (Back)	VA0002235547	2020
29	Noll Enterprises, LLC	Edgy Flowers (Front)	VA0002232653	2020
30	Noll Enterprises, LLC	English Countryside	VA0002232964	2020
31	Noll Enterprises, LLC	Etched Gate	VA0002234808	2020
32	Noll Enterprises, LLC	Flower Field	VA0002234806	2020
33	Noll Enterprises, LLC	Forget-me-not	VA0002232951	2020

No.	Owner	Full Title	Copyright Number	Date
34	Noll Enterprises, LLC	Garden Estate	VA0002232754	2020
35	Noll Enterprises, LLC	Geo Threads	VA0002235595	2020
36	Noll Enterprises, LLC	Magnolia Gray	VA0002235596	2020
37	Noll Enterprises, LLC	Modern Rustic	VA0002234809	2020
38	Noll Enterprises, LLC	Molly Botanical (Back)	VA0002232954	2020
39	Noll Enterprises, LLC	Molly Botanical (Front)	VA0002234425	2020
40	Noll Enterprises, LLC	Moonlight Stars	VA0002232971	2020
41	Noll Enterprises, LLC	Pressed Flowers (Front)	VA0002235600	2020
42	Noll Enterprises, LLC	Romantic Damask	VA0002235598	2020
43	Noll Enterprises, LLC	Secret Garden	VA0002235599	2020
44	Noll Enterprises, LLC	Soft Bouquet	VA0002233023	2020
45	Noll Enterprises, LLC	Soft Damask	VA0002235594	2020
46	Noll Enterprises, LLC	Spotted Leaves	VA0002233027	2020
47	Noll Enterprises, LLC	Trellis Vine	VA0002232635	2020
48	Noll Enterprises, LLC	Trio	VA0002232758	2020
49	Noll Enterprises, LLC	Urban Stitch	VA0002235593	2020
50	Noll Enterprises, LLC	Urban Vibe	VA0002236088	2020
51	Noll Enterprises, LLC	Vintage Stripe	VA0002235592	2020
52	Noll Enterprises, LLC	Violets	VA0002232751	2020
53	Noll Enterprises, LLC	Wildflower	VA0002236089	2020
54	Noll Enterprises, LLC	Wildflower (Field)	VA0002232644	2020

## Appendix 4

### DOMAINS

Domain Name	Expiration Date	Auto-renew
BEKYCAMERON.COM	4/25/2022	On
beckycameronbedding.com	10/5/2022	On
beckycameronbedding.net	10/5/2022	On
beckycameronhome.com	10/5/2022	On
beckycameronhome.net	10/5/2022	On
beckycameronsheets.com	10/5/2022	On
beckycameronsheets.net	10/5/2022	On
bungalowbedding.com	12/28/2021	On
clothandgable.com	8/30/2022	On
comfortcanopy.com	12/8/2021	On
dreambedroomgiveaway.com	11/27/2022	On
EBAYBEDDING.COM	3/12/2022	On
EBAYSHEETS.COM	6/17/2022	On
honestbedding.com	11/1/2022	On
IENJOY.BIZ	10/2/2022	On
IENJOY.CO	10/25/2022	On
IENJOY.US	10/2/2022	On
IENJOYBEDDING.COM	9/4/2022	On
IENJOYBEDSHEETS.COM	9/18/2022	On
IENJOYCOMFORT.COM	7/21/2022	On
IENJOYEBAY.COM	2/7/2022	On
IENJOYFUNDRAISING.COM	7/3/2022	On
IENJOYHOME.COM	9/20/2022	On
IENJOYMUSIC.COM	6/25/2022	On
IENJOYMYBOLT.COM	8/30/2023	On
IENJOYPILLOWS.COM	5/20/2022	On
IENJOYSHEETS.COM	9/18/2022	On
IENJOYSOUNDS.COM	6/25/2022	On
ienjoytools.com	8/17/2022	On
ienjoywholesale.com	4/9/2022	On
linen-market.com	1/20/2022	On
linenandhutch.com	12/6/2021	On
linenmarkets.com	1/20/2022	On
linensandco.com	12/6/2021	On
linensandhutch.com	12/6/2021	On
LUXURYBEDDINGSUPERSTORE.COM	2/9/2022	On
MERITBEDDING.COM	2/24/2022	On

<b>MERITLINEN.COM</b>	2/25/2022	On
<b>MERITLINENS.COM</b>	2/24/2022	On
<b>MERRITLINENS.COM</b>	2/24/2022	On
<b>mylinenmarket.com</b>	1/20/2022	On
<b>osbournehome.com</b>	2/21/2022	On
<b>OVERSTOCKSHEETS.COM</b>	3/4/2022	On
<b>ozbeauty.us</b>	9/28/2022	On
<b>REALLYSOFTSHEETS.COM</b>	7/25/2022	On
<b>REALSOFTBEDDING.COM</b>	1/10/2022	On
<b>REALSOFTSHEETS.COM</b>	12/30/2021	On
<b>shoplebeaute.com</b>	12/8/2021	On
<b>sleep-restoration.com</b>	12/30/2021	On
<b>sleeprestorationusa.com</b>	12/30/2021	On
<b>slimsmart.fit</b>	9/29/2022	On
<b>thebeddington.com</b>	8/28/2022	On

**Appendix 5**

**SOCIAL MEDIA ACCOUNTS**

None

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700315

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Noll Enterprises LLC, d/b/a iEnjoy and iEnjoy Home		11/22/2021	Limited Liability Company: FLORIDA
Linens and Hutch, LLC		11/22/2021	Limited Liability Company: FLORIDA
iEnjoy LLC		11/22/2021	Limited Liability Company: FLORIDA
iEnjoy Home LLC		11/22/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iEnjoy Ventures, LLC		
<b>Street Address:</b>	239 2ND AVE S STE 200		
<b>City:</b>	ST PETERSBURG		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33701		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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<b>Serial Number:</b>	90348692	HEART AND HOME	
<b>Serial Number:</b>	90348752	SOFT ESSENTIALS	
<b>Serial Number:</b>	90348683	COMFORT CANOPY	
<b>Registration Number:</b>	5572354	REAL SOFT	
<b>Registration Number:</b>	5897770	IENJOY HOME	

OP \$440.00 90348695

TRADEMARK

RECORDED: 01/06/2022

REEL: 007566 FRAME: 0463